

**PERPETUAL MEMORANDUM OF AGREEMENT BETWEEN
GREENFIELD BOARD OF PARKS & RECREATION, GREENFIELD BOARD OF
WORKS AND SAFETY, AND THE DEPOT RESTAURANT**

THIS PERPETUAL MEMORANDUM OF AGREEMENT is between the Greenfield Board of Parks & Recreation, hereinafter referred to as ("the Board"), the Greenfield Board of Works and Safety, hereinafter referred to as ("the BOW") and The Depot Restaurant, hereinafter referred to as ("the Restaurant").

PURPOSE OF AGREEMENT

To provide an efficient and elevated experience for all persons who attend any event held within Depot Street Park and/or utilize the Depot Street Park, related facilities and the Pennsy Trail, which include, but are not limited to, concerts, programs, movie nights, rental of the grounds and facilities, utilization of the Pennsy Trail and associated facilities and all other Board authorized activities.

WHEREAS, the Board provides and authorizes various public events, including entertainment, including but not limited to, concerts, movie nights, public participation events, public information events, and the periodic rental of their facility located at 251 Depot Street, Greenfield, Indiana known as Depot Street Park, the Pennsy Trail, and related facilities; and

WHEREAS, the BOW and the Restaurant have heretofore entered into a Development Agreement on or about April 27, 2021 that required the Restaurant to perform certain actions; and

WHEREAS, the parties desire to grant access to the Restaurant's restroom facilities located within the building known as the Depot Pavilion adjacent to Depot Street Park, the following items are agreed to by the Board and the Restaurant:

1. **Use of Restroom Facilities located in the Depot Pavilion.**

Non-exclusive use of the restrooms shall be available 365 days per year from dawn to dusk subject to the following provisions:

a. Within 30 days of execution of this agreement, the Board will install two maglock systems on the north facing doors and one maglock system on the south facing doors.

b. The north facing doors will unlock at sunrise and relock at sunset except during Board authorized scheduled events that extend past sunset in which circumstances, the north facing doors will remain unlocked until no later than 11:00 p.m.

c. The south facing doors will be open and operational during the operating hours for Libby's Ice Cream.

2. Maintenance.

The Board shall clean, monitor and restock all restroom facilities located in the Depot Pavilion one time per day, however, the Restaurant shall provide and make available at all times supplies, including paper towels, toilet paper, hand soap, and cleaning supplies, which will be stored in the south hallway closet and to which the Board and/or its designated representative shall have unlimited access. The Restaurant may conduct additional maintenance operations, solely at their expense on a daily or any other basis with 24 hours' notice to the Board if the facilities must be completely closed in order to perform such operations.

3. Consideration.

The monetary consideration for the parties to enter into this agreement shall consist of the following:

a. The Board shall defray the cost of repairs of any damage caused to the facilities during any calendar year of the term of this agreement in an amount not to exceed \$2,000.00 per year.

b. The Board shall pay to the Restaurant the sum of \$125.00 per month with payments made quarterly on the 15th day of January, April, July and October of each year as partial payment of utility expenses associated with the facilities. Said payment shall be reevaluated annually by the parties.

c. As additional consideration, the BOW will delay implementation of the provisions of paragraph 12 of the aforementioned Development Agreement.

4. Insurance.

The Restaurant shall incur the costs to insure the restroom facilities at their Depot Pavilion. The Restaurant shall maintain comprehensive general liability insurance with a limit of \$1 million per occurrence and \$3 million aggregate per event. Each party shall provide the other with a certificate of insurance evidencing the existence of said policy and shall make the other party an additional insured under said policy for the term of the agreement, which certificate of insurance shall be provided to the other party no later than June 1 of each year of the term.

5. Termination.

Upon the default of any term or condition herein set forth, the party not in default shall notify the defaulting party, in writing, of the nature of the element of default which the defaulting party shall have the right to cure the alleged element within thirty (30) days. Should the defaulting party fail to cure the element of default within the allotted time, then the non-defaulting party may terminate this agreement by providing a written notice of termination to the defaulting party. Such termination shall be effective December 31 of the year in which such termination notice is given and upon such termination, the obligation of Depot Street Investments LLC to construct a publicly accessible restroom facility on the site of the Real Estate, as set forth in the provisions of paragraph 12 of the Development Agreement referenced above shall be completed within twelve (12) months of said termination.

6. Modifications.

Any and all modifications, amendments, or additions to this agreement may only be made in writing agreed to and executed by the representatives of both parties.

7. Term.

This agreement shall be in full force and effect upon its acceptance and approval by the Greenfield Board of Parks and Recreation, The Depot Restaurant, the Greenfield Board of Public Works and Safety, and Depot Street Investments LLC. The term of this agreement shall be perpetual subject to the provisions of 5 above.

8. Should the Restaurant fail or refuse to perform any of its duties and obligations under the Development Agreement, the BOW shall have the right to pursue all legal causes of action and remedies for such breach and shall be entitled to require repayment of all sums expended by the BOW in the performance of its duties under the Development Agreement. As agreed upon damages, the BOW shall be entitled to collect all incurred court costs, cost of litigation, attorney fees, and prejudgment interest from the date any lawsuit is filed until all sums due and owing to the BOW have been paid by the Restaurant.

9. The Restaurant shall fully defend, indemnify, and hold harmless the Board from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind arising from the Work (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the Restaurant, its officers, owners,

personnel, employees, agents, contractors, invitees or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to the Board for all legal fees, expenses, and costs incurred by it.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____, 2025.

Greenfield Board of Parks and Recreation

The Depot Restaurant

Greenfield Board Representative

Depot Restaurant Representative

Greenfield Board of Public Works and Safety

Guy Titus, Mayor